



LAW ENFORCEMENT LIAISON PROGRAM AGREEMENT

Idaho Transportation Department, Office of Highway Safety

CFDA: 20.600 Program: SCP1802

3311 W State St, PO Box 7129, Boise ID 83707

Law Enforcement Liaison for the Office of Highway Safety – FFY 2018

THIS AGREEMENT is made and entered into by and between the **Idaho State Police (District 2)** hereinafter referred to as "Contractor" and the **Idaho Transportation Department, Office of Highway Safety**, hereinafter referred to as "OHS".

IT IS THE PURPOSE OF THIS AGREEMENT to secure the efforts of a Law Enforcement Liaison (LEL) for the Idaho Transportation Department, Office of Highway Safety. The task will be to develop and maintain law enforcement agency relationships and facilitate the development and promotion of highway safety programs and officers in Idaho Transportation Department District 3.

RECITALS:

WHEREAS, the OHS administers the Federal Highway Safety Grant Program, which will be funded by formula through the transportation act titled Fixing America's Surface Transportation (FAST) Act, and the Highway Safety Act of 1966.

WHEREAS, the goal of the program is to eliminate deaths, injuries, and economic losses resulting from traffic crashes on all Idaho roadways, by implementing programs designed to address driver behaviors, and aligning with the Strategic Highway Safety Plan (SHSP) by developing and maintaining law enforcement agency relationships and facilitating the development and promotion of highway safety programs and officers in Idaho Transportation Department District 3.

WHEREAS, ITD, OHS wishes to provide 23 U.S.C. 402 federal funding assistance to CONTRACTOR based on the following identified highway safety problems:

- The number of fatal crashes increased from 175 in 2014 to 198 in 2015 and the number of serious injuries increased from 1,273 in 2014 to 1,351 in 2015, a 6.1% decrease.
- Fatalities resulting from Impaired driving crashes increased in 2015 by 20.9% and 40% of all fatalities resulted from impaired driving.
- Of the 157 passenger motor vehicle occupants over the age of 7 killed in 2015, 62% were not using seat belts.

- Distracted driving was a factor in 23% of the motor vehicle crashes in 2015 and 51 people were killed in distracted driving crashes.
- The use of short –term high visibility enforcement for focused areas of emphasis has been proven to be effective. States that are reported to use sustained enforcement, have recorded statewide belt use well above national belt use rates since 2002 (California: 91 to 95%; Oregon: 88 to 97%; Washington: 93 to 96%) (NHTSA, 2010a)

OBJECTIVE

To eliminate motor vehicle related deaths and serious injuries in Idaho by increasing the number of law enforcement agencies that effectively participate in the statewide traffic enforcement mobilizations as well as maintain law enforcement agency relationships and facilitate the development and promotion of highway safety programs in Idaho.

GOALS

1. Decrease the five-year-average number of fatalities to 185 or fewer by 2020.
2. Decrease the five-year-average number of serious injuries to 1,221 or fewer by year end 2020.
3. Decrease the five-year fatality rate to 1.19 or less by 2020.

AUTHORITY:

The legal authority for this AGREEMENT includes Sections 67-2326 through 67-2333 and 67-2339, Idaho Code and 23 U.S.C. 402 and 405, and 23 C.F.R. 1300.

GRANT TASKS, RESPONSIBILITIES AND DELIVERABLES:

1. Contractor, using designated LEL, will solicit agencies in ITD District 2 to participate in statewide traffic enforcement mobilizations and traffic law enforcement efforts conducted during federal fiscal year 2018.
1. Contractor, using designated LEL, will increase officer commitment and effectiveness of traffic law enforcement activities federal fiscal year 2018.
2. Contractor, using designated LEL, will promote multi-agency task forces and "One Team" efforts.
3. Contractor, using designated LEL, will assist OHS by providing the law enforcement perspective as plans for programs to save lives and reduce serious injuries resulting from traffic crashes are developed and implemented.

4. Assist with the development of the Highway Safety Summit by working closely with the OHS designated staff. Increase participation at the Summit as an educational tool for law enforcement.
5. Assist the OHS staff with outreach and representation efforts in their respective regions by providing support to law enforcement agencies with regard to earned media and educational outreach
6. OHS will reimburse the Contractor for designated LEL's work as follows:
 - A. Overtime hours worked - Reimbursement will be paid at the rate of up to 1.5 times the officer's hourly rate plus Contractor's contributions to employee benefits which are FICA/Medicare, Unemployment, Worker's Compensation and PERSI. The OHS cannot pay for any hours that the LEL is in training or conferences. That does not include the Highway Safety Summit in which the LEL's are engaged in the coordination and facilitation of the event.
 - B. Vehicle mileage is reimbursable at the current state reimbursement rate of \$.535 per mile.
 - C. Per Diem for travel outside of the LEL's district boundaries but within the state will be reimbursable at the current state reimbursement rate of \$45 per day. Out of state travel and per diem will comply with the state's travel policy (Attachment 2)
 - D. Incidental costs such as photocopies, phone calls, equipment purchases, etc., must be approved in advance.
 - E. All reimbursements will be made to the agency.
7. OHS will host no less than two LEL's meetings and will reimburse the agency for travel, per diem, overtime and lodging.
8. Contractor will send LEL to the annual Lifesavers Conference and other training or conferences as deemed appropriate and necessary. OHS will reimburse the agency for registration fees, travel, and per diem.
9. Prior to any travel outside of the state, regardless of the circumstances, Contractor must seek written approval by OHS. Upon approval OHS will reimburse the agency for travel, per diem and registration expenses as approved. Out of state travel and per diem will comply with the state's travel policy (Attachment 2).
10. Claims (Attachment 4) should be submitted no less than quarterly with the final claim submitted to OHS by October 30, 2018 on the claim form provided by OHS. As requested by OHS, supporting payroll verification and time sheets signed by the supervisor will be attached to identify the overtime hours claimed for the LEL efforts.
11. A quarterly report, providing a listing of efforts made to increase local officer and agency participation in statewide mobilizations, will be submitted by the designated LEL on or

before the 10th day of the following quarter on a form provided by OHS (Attachment 3). Claims will not be paid if a report is not submitted for the time frame of the claim.

12. Assurances and Other Grant Requirements required by NHTSA for all agencies receiving federal grant funds:

A. Certification and Assurances 8/2017 (Attachment 1). Contractor will comply with certification and assurances, as applicable.

B. Other Grant Requirements:

- 1) **Procurement of equipment and materials:** All contracts shall be subject to the requirements governing this AGREEMENT, including those for procurement of materials and leasing of equipment.
- 2) **Code of Conduct:** No employee, officer, or agent of the Contractor shall participate in the selection, award or administration of a contract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:
 - a) The employee, officer or agent.
 - b) Any member of his or her immediate family.
 - c) His or her partner.
 - d) An organization which employs, or is about to employ any of the above-listed.

The Contractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

The Contractor guarantees it has not entered into any form of collusion with anyone, involving any form of payment, dependent upon or resulting from the award of this contract or subcontract(s).

- 3) **Conferences, Inspection of Work, Grant Monitoring:** Conferences may be held at the request of either party to this AGREEMENT. A representative of OHS and/or the U.S. Department of Transportation can visit the site for the purpose of inspection and/or assessment of work being performed at any time.
- 4) **Travel:** Grant related local vicinity travel, travel to other parts of the state, and travel outside the state must conform to state policies and procedures. Allowable reimbursements cannot be greater than those authorized for state employees, and reimbursements will be made to the Contractor for grant project travel. State policy requires economical and practical modes of travel, as well as moderate dining and lodging.

- 5) **Tax and Compensation Liability:** OHS will not incur any liability for worker compensation, FICA, withholding tax, unemployment compensation, or any other payment which is not a part of the grant agreement.
- 6) **Policy Inclusions:** In order to receive highway safety grant funds, OHS requires that your agency currently have a Safety Restraint Use policy in effect or implement one prior to completion of the AGREEMENT. If requested by OHS, the Contractor will submit their safety restraint policy to OHS prior to execution of the AGREEMENT.
- 7) **Responsibility for Claims and Liability:** Your agency shall be required to save and hold harmless OHS, ITD, NHTSA, FHWA and U.S. Department of Transportation from all claims and/or liability due to the negligent acts of your agency or your agency's subcontractor(s), agents, or employee(s).
- 8) **Failure to comply with any of the terms of this AGREEMENT may jeopardize Contractor in receiving future funding from OHS.**
- 9) **Eligible organizations agree to indemnify, defend and hold harmless ITD, its officers, agents, employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from or by the use of grants.**
- 10) **Any dispute, disagreement or question of fact concerning this AGREEMENT shall be decided by the OHS Highway Safety Manager. The decision shall be in writing and shall be distributed to the parties concerned. If Contractor disagrees with the decision by the OHS Highway Safety Manager, the decision may be appealed to the Director of the Idaho Transportation Department. The appeal must be made in writing within 30 days of the OHS decision, and served by certified mail.**
- 11) **This AGREEMENT, including any attachments, constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations (oral or written), not specified herein regarding this AGREEMENT shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained.**
- 12) **Nothing in this agreement shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved agency or individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this AGREEMENT is subject to the laws and regulations of the State of Idaho and of the United States.**
- 13) **Either party may terminate this AGREEMENT upon 30 days written notice to the other party. In the event of termination of this AGREEMENT, the terminating**

party shall be liable for the performance rendered prior to the effective date of termination.

IN WITNESS WHEREOF, PARTIES HAVE EXECUTED THIS AGREEMENT.

Idaho State Police
Contractor

AGREEMENT FUNDING LIMIT: \$9,000

Marsi Woody
Contracting Agent (print/type name)

Marsi Woody
Contracting Agent Signature

10/2/2017
Date

John Tomlinson
John Tomlinson, Highway Safety Manager

10/1/17
Effective Date

Attachments:

1. Certifications and Assurances
2. Travel Policy
3. Quarterly Report
4. Reimbursement Claim